

RECEIVED

AM BRANCH

DEC 13 1993

DEC 13 1993

WAYR-AM

8910-MB

FCC MAIL ROOM

RECEIVED
ANTI-DRUG ABUSE ACT CERTIFICATION

The applicant certifies that, in the case of an individual applicant, he or she is not subject to a denial of federal benefits pursuant to Section 5301 of the Anti-Drug Abuse Act of 1988, 21 U.S.C. § 862a, or, in the case of a non-individual applicant (e.g. corporation, partnership or other unincorporated association), no party to the application is subject to a denial of federal benefits pursuant to that section. For the definition of a "party" for these purposes, see 47 C.F.R. § 1.2002(b).

☒ Yes

☐ No

° Name of Applicant	° Signature	°
WAYR-AM°		
° Good Tidings Trust, Inc.	° <i>[Signature]</i>	°
° Date	° Title	°
° 12/08/93	° Director/Chief Operator	°

ROOM 239

FEDERAL COMMUNICATIONS COMMISSION

WASHINGTON, D. C. 20554

14 DEC 1993

IN REPLY REFER TO

SLOCUMEDIA, INC.
3602 MELROSE AVENUE
ROANOKE, VA 24017

8910

Call Letters: WAYB(AM)
Date Granted: DEC 06 1993
File Number(s) BTC-921019EA

NOTICE TO LICENSEE/PERMITTEE:

Enclosed is FCC Form 732 mailed to the seller and buyer notifying them of Commission consent to the transfer of stock of the Corporation. Voluntary transfers are required to be completed by the licensee/permittee within sixty (60) days of the date granted.

In addition to filing the below mentioned FCC Form 323, you are required to immediately notify this office (8910), by letter, as to the exact date of the consummation; that is, the date on which the acts necessary to effect the transfer were completed. If you are unable to consummate the transaction within the prescribed sixty (60) day period, you are required to contact the AM Branch and request an extension of time to effectuate the consummation; if you decide not to consummate the transaction, you must also notify the AM Branch of this decision immediately. In addition, you must inform the AM Branch if the station(s) involved were silent prior to consummation and are resuming broadcasting after the consummation or if the station will remain silent for a period after consummation.

Within thirty (30) days after the consummation of the transfer it will be necessary for you to submit an Ownership Report (FCC Form 323) reporting all changes as required by Section 73.3615 of the Rules. Where applicable, a separate Ownership Report should also be completed and submitted for any holding company (25% or greater ownership interest) of the licensee/permittee. Contractual information required by Section 73.3613 not currently reported or on file with the Commission should be fully reported in Item 6, page one of the Ownership Report and copies of each instrument should be submitted with the report. If this is an involuntary transfer that was a result of a death or court action, an Ownership Report must be filed to determine that all requirements of the Rules have been met and reported.

It is of the utmost importance that all Commission correspondence comes to the immediate attention of the permittee or licensee. Only one mailing address can be maintained for each station. Unless we hear from you to the contrary, the above address will be used as your permanent mailing address.

Enclosures
cc: Ownership

Class of station(s): AM

<input type="checkbox"/> CONSENT TO ASSIGNMENT: <input checked="" type="checkbox"/> CONSENT TO TRANSFER CONTROL: <input type="checkbox"/> CONSENT TO TRANSFER STOCK: Whereby of Control by is effected.	FROM: KENNETH D. BOWMAN, NANCY M. BOWMAN, LEON P. HARRIS AND EARL JUDY, JR.
	TO: LEON P. HARRIS, KENNETH D. BOWMAN AND NANCY M. BOWMAN
Licensee/Permittee: (for transfer only) SLOCUMEDIA, INC.	

CALL SIGN(S)

WAYB(AM)

STATION LOCATION(S)

WAYNESBORO, VA

THIS GRANT IS SUBJECT TO THE FOLLOWING CONDITION:

GRANT OF THE ABOVE-CAPTIONED TRANSFER OF CONTROL APPLICATION SHALL BE CONSUMMATED PRIOR TO, OR CONCURRENTLY WITH, THE ASSIGNMENT OF LICENSE APPLICATION (BAL-920902ED).

Under authority of the Communications Act of 1934, as amended, the consent of the Federal Communications Commission is hereby granted to the transaction indicated above.

The Commission's consent to the above is based on the representations made by the applicants that the statements contained in, or made in connection with, the application are true and that the undertakings of the parties upon which this transaction is authorized will be carried out in good faith.

The actual consummation of voluntary transactions shall be completed within 60 days from the date hereof, and notice in letter form thereof shall promptly be furnished the Commission by the buyer showing the date the acts necessary to effect the transaction were completed. Upon furnishing the Commission with such written notice, this transaction will be considered completed for all purposes related to the above described station(s).

FCC Form 323, Ownership Report, must be filed within 30 days after consummation, by the licensee/permittee or assignee.

ADDITIONAL REQUIREMENTS FOR ASSIGNMENTS ONLY:

Upon consummation the assignor must deliver the permit/license, including any modifications thereof to the assignee.

It is hereby directed that, upon consummation, a copy of this consent be posted with the station authorization(s) as required by the Commission's Rules and Regulations.

The assignee is not authorized to construct nor operate said station(s) unless and until notification of consummation in letter form has been forwarded to the Commission.

Dated:

DEC 06 1993

FOR CHIEF AM BRANCH, AUDIO SERVICES DIVISION, MASS MEDIA BUREAU

Peter J. Rubenstein



FEDERAL
COMMUNICATIONS
COMMISSION

FCC Form 732-AM
August 1991

NAT

Approved by OMB
3060-0440
Expires 2/28/93

FEDERAL COMMUNICATIONS COMMISSION
FEE PROCESSING FORM

FOR
FCC
USE
ONLY

FCC/MELLON OCT 19 1992

10-20-92 B350407 002

Please read instructions on back of this form before completing it. Section I MUST be completed. If you are applying for concurrent actions which require you to list more than one Fee Type Code, you must also complete Section II. This form must accompany all payments. Only one Fee Processing Form may be submitted per application or filing. Please type or print legibly. All required blocks must be completed or application/filing will be returned without action.

SECTION I

APPLICANT NAME (Last, first, middle initial)

SlocuMedia, Inc.

MAILING ADDRESS (Line 1) (Maximum 35 characters - refer to Instruction (2) on reverse of form)

3602 Melrose Avenue

MAILING ADDRESS (Line 2) (if required) (Maximum 35 characters)

CITY

Roanoke

STATE OR COUNTRY (if foreign address)

VA

ZIP CODE

24017

CALL SIGN

WZKT (AM)

OTHER FCC IDENTIFIER

Enter in Column (A) the correct Fee Type Code for the service you are applying for. Fee Type Codes may be found in FCC Fee Filing Guides. Enter in Column (B) the Fee Multiple, if applicable. Enter in Column (C) the result obtained from multiplying the value of the Fee Type Code in Column (A) by the number entered in Column (B), if any.

(A)	(B)	(C)								
FEE TYPE CODE	FEE MULTIPLE (if required)	FEE DUE FOR FEE TYPE CODE IN COLUMN (A)	FOR FCC USE ONLY							
(1) <table><tr><td>M</td><td>D</td><td>R</td></tr></table>	M	D	R	<table><tr><td></td><td></td><td></td><td>1</td></tr></table>				1	\$80.00	
M	D	R								
			1							

SECTION II

— To be used only when you are requesting concurrent actions which result in a requirement to list more than one Fee Type Code.

(A)	(B)	(C)								
FEE TYPE CODE	FEE MULTIPLE (if required)	FEE DUE FOR FEE TYPE CODE IN COLUMN (A)	FOR FCC USE ONLY							
(2) <table><tr><td></td><td></td><td></td></tr></table>				<table><tr><td></td><td></td><td></td><td></td></tr></table>					\$	
(3) <table><tr><td></td><td></td><td></td></tr></table>				<table><tr><td></td><td></td><td></td><td></td></tr></table>					\$	
(4) <table><tr><td></td><td></td><td></td></tr></table>				<table><tr><td></td><td></td><td></td><td></td></tr></table>					\$	
(5) <table><tr><td></td><td></td><td></td></tr></table>				<table><tr><td></td><td></td><td></td><td></td></tr></table>					\$	
ADD ALL AMOUNTS SHOWN IN COLUMN C, LINES (1) THROUGH (5), AND ENTER THE TOTAL HERE. THIS AMOUNT SHOULD EQUAL YOUR ENCLOSED REMITTANCE.										
			<table><tr><td>TOTAL AMOUNT REMITTED WITH THIS APPLICATION OR FILING</td></tr><tr><td>\$80.00</td></tr></table>	TOTAL AMOUNT REMITTED WITH THIS APPLICATION OR FILING	\$80.00					
TOTAL AMOUNT REMITTED WITH THIS APPLICATION OR FILING										
\$80.00										

RECEIVED
OCT 21 3 22 PM '92
80.00

INSTRUCTIONS FOR COMPLETING FEE PROCESSING FORM, FCC FORM 155, August 1991

- (1) **"Applicant Name"** - Enter the name (last, first, middle initial) of the applicant as it appears on the original application or filing being submitted with this Fee Processing Form. If company, enter name which is used commercially.
- (2) **"Mailing Address (Line 1)"** - Enter the street address or post office box number to which the applicant wishes correspondence sent.
- (3) **"Mailing Address (Line 2)"** - This line may be used for further identification of the address if additional space is required.
- (4) **"City"** - Enter the name of the city associated with the given street address.
- (5) **"State or Country"** - Enter the appropriate two-digit state abbreviation as prescribed by the U.S. Postal Service. If address is foreign, enter the appropriate country name here.
- (6) **"ZIP Code"** - Enter the appropriate five or nine-digit ZIP Code prescribed by the U.S. Postal Service.
- (7) **"Call Sign or Other FCC Identifier"** - Enter the applicable call or unique FCC identifier, if any, as shown on your attached application or filing. If applying for a service affecting more than one call sign, enter one call sign only.
- (8) **Column (A), "Fee Type Code"** - Enter correct Fee Type Code(s) from the appropriate Fee Filing Guide. Only one Fee Processing Form may be submitted per application or filing. Inaccurate or erroneous Fee Type Codes may result in your application or filing being returned to you without further processing.
- (9) **Column (B), "Fee Multiple"** - Certain applications and filings may request action with respect to more than one station, license, frequency, or party and can be submitted together with one check if they meet specific conditions. This column is used only if a multiple, i.e., two or more, is being applied for. Examples of when this would be used are renewing more than one call sign, frequency, station, or the transfer of control of more than one station. Refer to the appropriate Fee Filing Guide for additional information.
- (10) **Column (C), "Fee Due for Fee Type Code in Column (A)"** - Enter in this block the amount of the fee associated with the Fee Type Code shown in Column (A) (times (X) the fee multiple, if required).
- (11) **"Total Amount Remitted With This Application or Filing"** - Enter the total of lines (1) through (5) of Column (C). This amount should equal the amount of your check or money order. We will not accept multiple checks.

HOW TO SUBMIT APPLICATIONS AND FILINGS

- o Each application or filing should be assembled with the Fee Processing Form, FCC Form 155, stapled to the top of the application with the check placed on top of the Fee Processing Form. DO NOT STAPLE THE CHECK TO THE APPLICATION OR FEE PROCESSING FORM, FCC FORM 155. Required copies of applications should be clearly identified as "duplicate copy" and placed behind the original package. **"Stamp and receipt copies should be placed on top of the original package and CLEARLY identified as return copies."** Extraneous material and extra copies should be avoided at all times. Failure to follow these instructions will delay the processing of your submission.
- o Completed applications or filings should be mailed to the proper address shown in the Fee Filing Guide for the particular service for which you are applying or making a filing. **All applications and filings must be properly addressed to the appropriate P.O. box number, even if hand delivered to the address listed below.** Applications received before midnight on a normal business day will receive that day's date as the receipt date. Deliveries made after midnight on Fridays will not be "officially" receipted until the next Monday. Applications received on weekends and government holidays are dated the next regular business day.
- o A single check, bank draft or money order made payable to the Federal Communications Commission and denominated in U.S. dollars and drawn upon a U.S. financial institution must be included with each application or filing requiring a fee. No postdated, altered or third-party checks will be accepted. Do not send cash.
- o Parties hand delivering applications or filings may receive dated receipt copies by presenting copies of the applications or filings to the acceptance clerk at the time of delivery. **Receipts will be provided for mail-in applications or filings if an extra copy of the application or filing is provided along with a self-addressed stamped envelope. Only one piece of paper per application or filing will be stamped for receipt purposes.**

REMEMBER

- o A separate completed Fee Processing Form is required with each application or filing except in certain circumstances. Please refer to the appropriate Fee Filing Guide for additional information.
- o A wrong Fee Type Code or incorrect remittance may result in your application or filing being returned without processing, or result in the dismissal of your application or filing. Please ensure that FEE TYPE CODES are correct and that your check or money order equals the amount shown in the TOTAL AMOUNT REMITTED WITH THIS APPLICATION OR FILING block before submitting your application or filing.
- o If you have any questions completing this form, please call the Fees Hotline, 202/632-FEES.

FCC NOTICE FOR INDIVIDUALS REQUIRED BY THE PRIVACY ACT AND THE PAPERWORK REDUCTION ACT

Part 1, Subpart G of the Commission's rules authorize the FCC to request the information on this form. The information requested is required in order to obtain a license or authorization from the Commission. The purpose of the information is to provide a means to link a fee payment to a specific invoice, application or filing. The information will be used by the Commission to maintain data concerning fees paid to the Commission, for internal financial control, audit, and reporting purposes. Information requested on this form will be available to the public. Your response is required to obtain a license or other authorization from the Commission.

Public reporting burden for this collection of information is estimated to average 10 minutes per response, including the time for reviewing instructions, searching data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Federal Communications Commission, Office of Managing Director, Washington, DC 20554, and to the Office of Management and Budget, Paperwork Reduction Project (3060-0440), Washington, DC 20503.

THIS ADDRESS IS FOR HAND CARRY OR COURIER DELIVERY ONLY:

Federal Communications Commission
c/o Mellon Bank
Three Mellon Bank Center
525 William Penn Way
27th Floor, Room 153-2713
Pittsburgh, Pennsylvania 15259-0001
(Attention: Wholesale Lockbox Shift Supervisor)

ORIGINAL

GARDNER, CARTON & DOUGLAS

1301 K STREET, N.W.

SUITE 900, EAST TOWER

WASHINGTON, D.C. 20005

(202) 408-7100

FACSIMILE (202) 289-1504

WRITER'S DIRECT DIAL NUMBER

Catherine M. Withers
(202) 408-7114

CHICAGO, ILLINOIS

October 19, 1992

Federal Communications Commission
Mass Media Services
P.O. Box 358350
Pittsburgh, PA 15251-5350

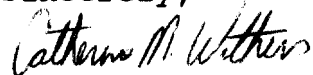
Re: FCC Form 316
Station WZKT (AM)
Waynesboro, Virginia

Dear Sir or Madam:

Transmitted herewith on behalf of SlocuMedia, Inc. are an original and two (2) copies of an FCC Form 316, seeking consent to a pro forma transfer of control of Station WZKT (AM) at Waynesboro, VA. Also enclosed herewith is the required filing fee in the form of a check for \$80.00 made payable to the Federal Communications Commission.

Should any questions arise with respect to this matter, kindly contact this office.

Sincerely,


Catherine M. Withers

Enclosure

Approved by OMB
3060-0009
Expires 4/30/90

UNITED STATES OF AMERICA
FEDERAL COMMUNICATIONS COMMISSION
Washington, D. C. 20554

APPLICATION FOR CONSENT TO ASSIGNMENT OF
RADIO BROADCAST STATION CONSTRUCTION PERMIT OR
LICENSE OR TRANSFER OF CONTROL OF CORPORATION
HOLDING RADIO BROADCAST STATION CONSTRUCTION
PERMIT OR LICENSE

(Short Form)

APPLICANT SHOULD NOT USE THIS BOX

GENERAL INSTRUCTIONS

- A. This form is to be used when applying for authority for Assignment of a Radio Broadcast Station Construction Permit or License or for Consent to Transfer of Control of Corporation Holding Radio Broadcast Station Construction Permit or License where:
1. There is an assignment from an individual or individuals (including partnerships) to a corporation owned and controlled by such individuals or partnerships without any substantial change in their relative interests.
 2. There is an assignment from a corporation to its individual stockholders without effecting any substantial change in the disposition of their interests.
 3. There is an assignment or transfer by which certain stockholders retire, provided that the interest transferred is not a controlling one.
 4. There is a corporate reorganization which involves no substantial change in the beneficial ownership of the corporation.
 5. Where there is an assignment or transfer from a corporation to a wholly owned subsidiary thereof or vice versa, or where there is an assignment from a corporation to a corporation owned or controlled by the assignor stockholders without substantial change in their interests.
 6. There is an assignment of less than a controlling interest in a partnership.
 7. There is an involuntary transfer to an Executor, Administrator or other court appointed officer caused by death or legal disability. (Note: This form does not cover assignments (or transfers) from the Executor, Administrator or other court appointed officers to the ultimate beneficiary.)
- B. The Commission reserves the right to require refiling of the application on Forms 314 or 315 if in its judgement this form does not apply to the assignment or transfer when approval is sought.
- C. Number exhibits serially in the space provided in the body of the form and list each exhibit in the space provided on the back of this sheet. Date each exhibit.
- D. The names of the applicants shall be the exact corporate names, if corporations; if partnerships, the names of all partners and the names under which the partnerships do business; if unincorporated associations, the names of executive officers, their offices, and names of the associations.
- E. Information called for by this application which is already on file with the Commission need not be refilled in this application provided (1) the information is now on file in another or FCC form filed by or on behalf of these applicants; (2) the information is identified fully by reference to the file number (if any), the FCC form number, and the filing date of the application or other form containing the information and the page or paragraph referred to and (3) after making the reference, the applicants state: "No change since date of filing." Any such reference will be considered to incorporate into this application all information, confidential or otherwise, contained in the application or other form referred to. The incorporated application or other form will thereafter, in its entirety, be open to the public.
- F. This application shall be personally signed by the applicant, if the applicant is an individual; by one of the partners, if the applicant is a partnership; by an officer, if the applicant is a corporation; by a member who is an officer, if the applicant is an unincorporated association; or by the applicant's attorney in case of the applicant's physical disability or of his absence from the United States. The attorney shall, in the event he signs for the applicant, separately set forth the reasons why the application is not signed by the applicant. In addition, if any matter is stated on the basis of the attorney's belief only (rather than his knowledge), he shall separately set forth his reasons for believing that such statements are true.
- G. PREPARE AND FILE THREE COPIES OF THIS FORM AND ALL EXHIBITS WITH FEDERAL COMMUNICATIONS COMMISSION, WASHINGTON, D. C. 20554.
- H. BE SURE ALL NECESSARY INFORMATION IS FURNISHED AND ALL PARAGRAPHS ARE FULLY ANSWERED. IF ANY PORTIONS OF THE APPLICATION ARE NOT APPLICABLE, SPECIFICALLY SO STATE. DEFECTIVE OR INCOMPLETE APPLICATIONS MAY BE RETURNED WITHOUT CONSIDERATION.

File No. B7C-921019EA

1. Application for: (Check One)

☐ Consent to Assignment

☒ Consent to Transfer of

2. Name and post office address of assignor (or transferor)

Kenneth D. Bowman, Nancy M. Bowman
Leon P. Harris and Earl Judy, Jr.
5435 Flintlock Lane
Roanoke, Virginia 24014

3. Send notices and communications to the following - name and post office address indicated

Leon P. Harris
5435 Flintlock Lane
Roanoke, Virginia 24014

4. Name and post office address of assignee (or transferee)

Leon P. Harris, Kenneth D. Bowman and
Nancy M. Bowman
5435 Flintlock Lane
Roanoke, Virginia 24014

5. Name and post office address of licensee (or permittee)

SlocuMedia, Inc.
3602 Melrose Avenue
Roanoke, VA 24017

6. Authorization which is proposed to be assigned or transferred:

Call letters

Location

WZKT

Waynesboro, VA

Class of station
(AM-FM-TV)

File Number

AM

7. Authorizations of any Remote Pickup, STL, SCA, or other stations held by licensee (or permittee) which are to be assigned or transferred:

Call letters

8. State file numbers of any other pending applications which involve the licensee (or permittee)

BAL-920902ED

9. Attach as Exhibit No. 1 a full narrative statement of the circumstances leading to the assignment (or transfer) and the reasons therefor. Fill out item 15 to show the disposition of stock partnership interests both before and after the proposed assignment (or transfer). The name, residence, citizenship and office, if any, of each stockholder (or partner) should also be shown.

10.a. If the assignment (or transfer) is voluntary:

- (1) Attach as Exhibit No. 1 all contracts, agreements or understandings (the substance of oral agreements should be reduced to writing) by which the stock (or other interest) is transferred.

b. If the assignment (or transfer) is involuntary:

- (1) In the case of bankruptcy, or legal disability of the assignor (or transferor), attach as Exhibit No. 1 certified copy of all court orders pertaining to the assignment (or transfer).
- (2) In case of death of the assignor (or transferor), attach as Exhibit

No. 1 the Will or Letters Testamentary and all pertinent court orders.

11. Attach as Exhibit No. 1 a statement showing the consideration or thing of value, if any, which is to be given for the stock or interest being assigned (or transferred). If the consideration is monetary, this statement should indicate exactly to whom it is being paid.

12. Attach as Exhibit No. 2 a statement showing other broadcast interests of each new stockholder or partner.

13. Does the assignee (or transferee) propose to continue present program policies and schedules without substantial change? Yes ☒ No ☐

If the answer is "No", attach as Exhibit No. _____ a full statement showing a percentage breakdown in terms of types of programs, a composite week breakdown, a specific statement as to the amount of time to be used for commercial programs and a narrative account of new or proposed program policies.

14. In the following table, in all cases, the interest held before and after transfer must be given in terms of percentages. In the case of corporations, the interest must be stated in terms of shares of stock held as well as the percentage equivalent thereof.

NAME AND RESIDENCE OF STOCKHOLDER, PARTNER, ETC. (CITY AND STATE ONLY)	CITIZENSHIP	INTEREST HELD				TOTAL SHARES OUTSTANDING IF A CORPORATION	
		Before Transfer or Assignment		After Transfer or Assignment		Before Transfer or Assignment	After Transfer or Assignment
		Shares	%	Shares	%		
Earl Judy, Jr. (Luray, VA)	USA	48	48.98	-0-	-0-	98	98
Leon P. Harris (Roanoke, VA)	USA	25	25.51	49	50		
Kenneth Bowman (Waynesboro)	USA	12.50	12.755	24.5	25		
Nancy Bowman (Waynesboro, VA)	USA	12.50	12.755	24.5	25		

15. If legal counsel were employed in the preparation or presentation of this application, give name and mailing address for assignor (or transferor)

For assignee (or transferee) M. Scott Johnson, Esquire, Gardner, Carton & Douglas, 1301 K Street, N.W., Suite 900, East Tower, Washington, D.C. 20005

The applicants waive any claim to the use of any particular frequency or of the electromagnetic spectrum as against the regulatory power of the United States because of the previous use of the same, whether by license or otherwise, and request consent to assignment of this license or transfer of control over the licensee corporation in accordance with this application. (See Section 304 of the Communications Act of 1934). The applicants represent that this application is not filed for the purpose of impeding, obstructing, or delaying determination on any other application with which it may be in conflict. All the statements made in this application and attached exhibits are considered material representations, and all the exhibits are a material part hereof and are incorporated herein as if set out in full in this application. The applicants, or the undersigned on the applicants' behalf, state that they endeavored to supply full and correct information as to all matters which are relevant to this application and that they have done so as to all matters within their own knowledge.

CERTIFICATION

I certify that the statements in this application are true, complete, and correct to the best of my knowledge and belief, and are made in good faith.

Kenneth D. Bowman, Nancy M. Bowman, Leon P. Harris, and Earl Judy, Jr.
Name of Assignor (or Transferor)

By Kenneth D. Bowman
(Signature)

Title Transferor Date 10/15/92

Leon P. Harris, Kenneth D. Bowman, Nancy M. Bowman
Name of Assignee (or Transferee)

By Leon P. Harris
(Signature)

Title Transferee Date 9/23/92

WILLFUL FALSE STATEMENTS MADE ON THIS FORM ARE PUNISHABLE BY FINE AND IMPRISONMENT. U.S. CODE, TITLE 18, SECTION 1001.

FCC NOTICE TO INDIVIDUALS REQUIRED BY THE PRIVACY ACT AND THE PAPERWORK REDUCTION ACT

The solicitation of personal information requested in this application is authorized by the Communications Act of 1934, as amended. The principal purpose(s) for which the information will be used is to determine if the benefit requested is consistent with the public interest. The staff, consisting variously of attorneys, accountants, engineers, and application examiners, will use the information to determine whether the application should be granted, denied, dismissed, or designated for hearing. If all the information requested is not provided, the application may be returned without action having been taken upon it or its processing may be delayed while a request is made to provide the missing information. Your response is required to obtain this authority. Accordingly, every effort should be made to provide all necessary information.

THE FOREGOING NOTICE IS REQUIRED BY THE PRIVACY ACT OF 1974, P.L. 93-579, DECEMBER 31, 1974, 5 U.S.C. 552 a (e)(3), AND THE PAPERWORK REDUCTION ACT OF 1980, P.L. 96-511, DECEMBER 11, 1980, 44 U.S.C. 3507.

EXHIBITS furnished as required by this form

EXHIBIT NO.	QUESTION NO. OF FORM	NAME OF OFFICER OR EMPLOYEE (1) BY WHOM OR (2) UNDER WHOSE DIRECTION EXHIBIT WAS PREPARED (SHOW WHICH)	OFFICIAL TITLE
1	9, 10, 11	Leon P. Harris (2)	President
2	12	Leon P. Harris (2)	President

NARRATIVE STATEMENT

As reflected in Paragraph 14 of this application, none of the shareholders of the licensee own 50 percent or more of the licensee's stock. By the instant transaction, one stockholder (Earl Judy, Jr. - 48.98%) is retiring from the company and Leon P. Harris is acquiring a 50% interest and Kenneth Bowman and Nancy Bowman, husband and wife, are each acquiring a 25% interest in the licensee.

WZKT is currently silent. The licensee (SlocuMedia, Inc.) has pending before the Commission an application to assign the WZKT license to Hometown Media, Inc. (BAL-920902ED).

EXHIBIT 1

STOCK SALE AGREEMENT

This Agreement, made and entered into this 17th day of ~~April~~^{July}, 1992, by and between Earl Judy, Jr. (hereinafter "Seller") and Leon P. Harris, Kenneth D. Bowman and Nancy M. Bowman (hereinafter "Buyers"),

W I T N E S S E T H T H A T:

WHEREAS, Seller owns 48 shares (48.98%) of the issued and outstanding shares (the "Shares") of the stock of SlocuMedia, Inc. (the "Corporation"); and

WHEREAS, the Corporation is the licensee of AM Radio Station WZKT, Waynesboro, Virginia (the "Station"); and

WHEREAS, Seller is willing to sell his shares in the Corporation and Buyers wish to acquire his shares as follows:

<u>Name</u>	<u>Number of Shares</u>
Leon P. Harris	24
Kenneth D. Bowman	12
Nancy M. Bowman	12

NOW, THEREFORE, in consideration of the premises and of the mutual covenants hereinafter set forth, the parties agree as follows:

Article I. Sale of Stock

Subject to the terms and conditions hereinafter contained, Seller will sell his 48 shares in the Corporation and Buyers will buy the same.

Article II. Purchase Price

The Purchase Price for the Shares shall be One Thousand Dollars (\$1,000.00) (the "Purchase Price").

Article III. Payment

At the Closing, Buyers shall pay Seller in immediately available funds, the Purchase Price.

Article IV. Warranties and Representations of Seller

Seller hereby makes to Buyers the following covenants, representations and warranties:

JPH

4.1 He is, and on the Closing Date will be, the lawful owner of the Shares, all of which are fully paid and nonassessable; he has full right and authority to sell and deliver the same in accordance with this Agreement; this Agreement represents a legal obligation by which he is bound; and the delivery of said Shares to Buyers pursuant to the provisions of this Agreement will transfer valid title thereto, free and clear of all liens, encumbrances and claims whatsoever.

4.2 He will, at the request of Buyers, execute and deliver to Buyers all such further assignments, endorsements and other documents as Buyers may reasonably request in connection with the delivery of the Shares.

4.3 No warranty, representation, certificate or statement contained herein or in any document to be delivered to Buyers by Seller pursuant to this Agreement contains, or shall contain, any untrue statement of material fact or omits, or shall omit, a material fact necessary in order to make the same not misleading.

4.4 Seller shall not interfere with the use and enjoyment of the FCC license or Station by the Buyers or their assigns in the interest for a period of two years from closing date.

Article V. Warranties and Representations of Buyers

5.1 Buyers are citizens of the United States and legally qualified to hold a broadcast station license under the Communications Act of 1934, as amended, and the Rules and Regulations of the Commission.

5.2 Buyers have cash, certified check or cashier's check so as to be able to pay the purchase price to Seller in immediately available funds.

Article VI. Construction and Survival of Undertakings

6.1 All covenants, representations and warranties, of all parties contained in this Agreement, or in any certificate or document delivered pursuant to the provisions hereof, shall be true and correct as of the time of Closing as if they were made at and as of that time.

6.2 All of the covenants, warranties and representations of both parties shall be deemed and construed to be and shall be continuous and shall survive the Closing hereunder; and neither the acceptance of payments due nor the acceptance of delivery of property hereunder shall constitute a waiver of any covenant, representation or warranty or of any condition herein contained.

6.3 In the event of such breach, failure, non-performance or non-fulfillment which will not materially affect Buyers' operation of Stations, the same shall not be cause for rescission of this Agreement or for Buyers' refusal to close this transaction, it being understood and agreed that, in such case, Buyers shall be entitled to an equitable reduction in, or credit against, the purchase price, which shall be deducted from the cash amount that Buyers would otherwise pay to Seller at the Closing.

6.4 No waiver or forbearance by either party in any instance shall constitute or be deemed a waiver or forbearance in any other instance.

Article VII. Application for FCC Consent

To the extent necessary to comply with FCC rules or policies, Buyers and Seller shall file with the FCC their respective parts of an application or applications requesting FCC consent to the transfer of Seller's shares to Buyers in accordance with the terms and conditions of this Agreement (sometimes herein referred to as the "Transfer Application"). Buyer shall prepare the application and submit same for signature by Seller. They shall pursue such application diligently and in good faith and neither shall do anything to deter or delay such consent. Each party has been independently advised by its own counsel and each shall pay its own counsel fees and its expenses in connection with the preparation and prosecution of said application. All filing fees shall be paid by Buyer who shall be primarily responsible for preparing the application and obtaining FCC approval.

Article VIII. Correspondence with FCC

The parties agree to furnish to each other forthwith copies of all correspondence and notices hereafter sent to, or received from, the FCC with respect to this Agreement and transfer of the shares.

Article IX. Closing Date and Place

Unless otherwise agreed by mutual written consent of Buyers and Seller, the Closing Date shall be five business days from execution of this Agreement. Provided, however, if for any reason prior FCC approval of this transaction is required, closing shall be, unless otherwise agreed by mutual written consent of Buyers and Seller, ten (10) days after the FCC action granting its consent to the transfer herein contemplated provided that no petition to deny or other objection has been filed against the transfer application. If such objection has been filed, the closing shall be ten (10) days after the FCC action granting its consent to the transfer herein contemplated shall have become final (i.e., no longer subject to administrative or judicial stay, recession, appeal, reconsideration or review). The Closing shall take place by mail or at such location as the parties may mutually agree.

Article X. Conditions to Obligations of Buyers

The obligations of Buyers under this Agreement are, at the option of Buyers, subject to the conditions that, at the Closing:

10.1 All the terms, covenants and conditions of this Agreement to be complied with and performed by Seller on or before the Closing shall have been fully complied with and performed in all material respects, and all representations and warranties of Seller contained herein shall be true on and as at the Closing with the same effect as though all such representations and warranties had been made at and as of that time; and Seller shall have caused to be delivered to Buyers a certificate, dated the Closing Date, signed by Seller to such effect.

10.2 No action or proceeding shall be pending or threatened on the date of Closing wherein an unfavorable judgment, decree or order could prevent or make unlawful the carrying out of this Agreement, cause it to be rescinded, or require Buyers to divest itself of any of the shares being acquired by it hereunder.

10.4 In addition to any other documents required to be delivered by Seller to Buyers by any other provision of this Agreement, Seller shall have delivered to Buyers the following, all of which shall be procured at Seller's sole cost and expense:

10.4.1 Certificates representing 48 shares of Corporation's stock, with endorsements to Buyers and/or separate assignments.

Article XI. Remedies

The stock being purchased and sold hereunder is unique and damages for breach of this Agreement would, therefore, be difficult, if not impossible, to ascertain. Accordingly, if either party should default in the consummation of the sale provided for herein, or in any aspect thereof, the non defaulting party shall have the right to sue for specific performance and the defaulting party hereby agrees not to raise as a defense that the sole remedy is for damages or that specific performance is not an appropriate remedy. The non defaulting party may also recover in such action its costs and expenses, including reasonable attorney's fees, in connection with such action. In lieu of specific performance, Buyers at their option, may sue for reimbursement of expenditures incurred in preparation and closing of the transaction herein contemplated, including, but not limited to, any attorneys fees. Conversely, if Buyers should default hereunder or otherwise breach this Agreement, Sellers may also elect to receive, as liquidated damages and not as a penalty, reimbursement of expenditures incurred in preparation and closing of the transaction herein contemplated, including, but not limited to, any attorneys fees, which Seller agrees to accept in full satisfaction and discharge of all damages occasioned by such default or breach. Upon such payment to Seller, this Agreement shall be terminated and become null and void; and no party hereto shall have any claim against any other party hereunder.

Article XII. Termination

If either party, having the right to do so, shall desire to terminate this Agreement prior to Closing, that party shall give the other party written notice as provided in Article XVI hereof, and, upon the mailing of such notice, this Agreement, and all rights and liabilities created hereby, other than those arising under Article XI hereof, shall terminate. The rights and liabilities arising under Article XI hereof shall survive.

Article XIII. Brokerage

Neither Buyers nor Seller have dealt with a broker or "finder" in connection with the instant transaction and each party agrees to indemnify and hold harmless the other party from any claims for brokerage commission or finder's fees arising out of any contract or agreement for such commissions or fees which the indemnifying party may have made or be alleged to have made.

Article XIV. Heirs and Assigns of Parties

This Agreement shall be binding upon, and shall enure to the benefit of, the parties hereto, their heirs, successors and assigns.

Article XV. Notice to Parties

Any notice or document required or permitted to be sent to any signatory of this Agreement shall be deemed sufficient if sent by prepaid telegram or via the U.S. Mails, postage prepaid, via registered mail, return receipt requested, to the following:

For Buyers:

Leon P. Harris
5435 Flintlock Lane
Roanoke, VA 24014

For Seller:

Earl Judy, Jr.
15 Campbell Street
Suite 200
Luray, VA 22835

Article XVI. Interpretation

17.1 This Agreement shall be interpreted under and governed by the laws of the State of Virginia, except for any provisions of conflict of law that might invoke or refer to the laws of some other jurisdiction, and except insofar as it may be subject to appropriate Federal statutes dealing with radio stations and the Rules and Regulations of the FCC.

17.2 Nouns and pronouns of any gender shall, in all instances, be construed to include the other genders, singular nouns and pronouns shall be construed to include the plural, and plural nouns and pronouns shall be construed to include the singular.

Article XVII. Entire Agreement

This Agreement supersedes any prior agreement of the parties and embodies the entire agreement and understanding between them. There are no other agreements, representations, warranties, or understandings, oral or written, between the parties with respect to the subject matter of this Agreement. No alteration, modification, or change of this Agreement shall be valid unless by a like instrument in writing, signed by all parties.

Article XVIII. Headings

The headings of the paragraphs in this Agreement are for convenience and reference only and do not form a part hereof and in no way modify, interpret, or construe the understandings of the parties hereto.

Article XIX. Counterparts

This Agreement may be signed upon any number of counterparts or with multiple signature pages, with the same effect as if the signatures to each were upon the same copy of this Agreement or upon the same signature page.


IN WITNESS WHEREOF, the parties have hereunder set their hands and seals the day and year first hereinabove set forth.

SELLER

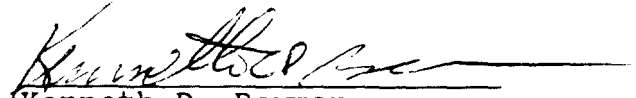


Earl Judy, Jr.

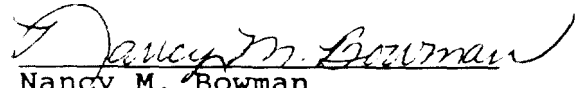
BUYERS



Leon P. Harris



Kenneth D. Bowman



Nancy M. Bowman

OTHER BROADCAST INTERESTS

Except as noted below, the officers, directors and stockholders of SlocuMedia, Inc., have no other broadcast interests or connections. The broadcast interests of Earl Judy, Jr., are reported in the annexed Ownership Report, filed August 26, 1992.

CERTIFICATION

United States of America
Federal Communications Commission
Washington, D. C. 20554

Ownership Report

NOTE: Before filling out this form, read attached instructions

Section 310(d) of the Communications Act of 1934 requires that consent of the Commission must be obtained prior to the assignment or transfer of control of a station license or construction permit. This form may not be used to report or request an assignment of license/permit or transfer of control (except to report an assignment of license/permit or transfer of control made pursuant to prior Commission consent).

I certify that I am President
(Official title, see Instruction 1)
of SlocuMedia, Inc.
(Exact legal title or name of respondent)

that I have examined this Report, that to the best of my knowledge and belief all statements in the Report are true, correct and complete.

(Date of certification must be within 60 days of the date shown in Item 1 or in no event prior to Item 1 date):

[Signature] 8-25 19 92
(Signature) (Date)

1. All of the information furnished in this Report is accurate as of

August 21, 19 92

(Date must comply with Section 73.3615(a), i.e., information must be current within 60 days of the filing of this report, when 1(a) below is checked.)

Telephone No. of respondent (include area code):

Any person who willfully makes false statements on this report can be punished by fine or imprisonment. U.S. Code, Title 18, Section 1001.

This report is filed pursuant to Instruction (check one)

1(a) ☐ Annual 1(b) ☒ Transfer of Control or Assignment of License 1(c) ☐ Other

for the following stations: File No. BTC-920408EC

Name and Post Office Address of respondent:

SlocuMedia, Inc.
3602 Melrose Ave.
Roanoke, VA 24017

Call Letters	Location	Class of service
<u>WZKT</u>	<u>Waynesboro, VA</u>	<u>AM</u>

4. Name of entity, if other than licensee or permittee, for which report is filed (see Instruction 3):

N/A

2. Give the name of any corporation or other entity for whom a separate Report is filed due to its interest in the subject licensee (See Instruction 3):

N/A

5. Respondent is:

- ☐ Sole Proprietorship
☒ For-profit corporation
☐ Not-for-profit corporation
☐ General Partnership
☐ Limited Partnership
☐ Other: _____

3. Show the attributable interests in any other broadcast station of the respondent. Also, show any interest of the respondent, whether or not attributable, which is 5% or more of the ownership of any other broadcast station or any newspaper or CATV entity in the same market or with overlapping signals in the same broadcast service, as described in Sections 73.3555 and 76.501 of the Commission's Rules.

None

If a limited partnership, is certification statement included as in Instruction

☐ Yes ☒ N/A ☐ No

3 List officers, directors, cognizable stockholders and partners. Use one column for each individual entity. Attach additional pages, if necessary, (see instructions 4, 5, and 6).

Line Read carefully - The numbered items below refer to line numbers in the following table

- | | |
|--|---|
| <p>1 Name and residence of officer, director, cognizable stockholder or partner (if other than individual also show name, address and citizenship of natural person authorized to vote the stock). List officers first, then directors and thereafter, remaining stockholders and partners.</p> <p>2 Citizenship.</p> <p>3 Office or directorship held.</p> <p>4 Number of shares or nature of partnership interest.</p> <p>5 Number of votes.</p> | <p>6 Percentage of votes.</p> <p>7 Other existing attributable interests in any other broadcast station, including nature and size of such interest.</p> <p>8 All other ownership interests of 5% or more (whether or not attributable as well as any corporate officership or directorship in broadcast, cable or newspaper entities in the same market or with overlapping signals in the same broadcast service, as described in Sections 73.3555 and 76.50 of the Commission's Rules, including the nature and size of such interests and the position held).</p> |
|--|---|

1	(a) Leon P. Harris 5435 Flintlock Lane Roanoke, VA 24014	(b) Kenneth D. Bowman Springhollow Farm Route 1, Box 400 Waynesboro, VA 22980	(c) Nancy M. Bowman Springhollow Farm Route 1, Box 400 Waynesboro, VA 22980
2	USA	USA	USA
3	President/Treasurer	Vice President	Secretary
4	25	12.50	12.50
5	25.51%	12.755%	12.755%
6	25.51%	12.755%	12.755%
7	None	None	None
8	None	None	None

**FCC NOTICE TO INDIVIDUALS REQUIRED BY THE PRIVACY ACT
AND THE PAPERWORK REDUCTION ACT**

The solicitation of personal information requested in this Report is authorized by the Communications Act of 1934, as amended. The principal purpose for which the information will be used is to assess compliance with the Commission's multiple ownership restrictions. The staff, consisting variously of attorneys and examiners will use the information to determine such compliance. If all the information requested is not provided, processing may be delayed while a request is made to provide the missing information. Accordingly, every effort should be made to provide all necessary information. Your response is required to retain your authorization.

2. List officers, directors, cognizable stockholders and partners. Use one line for each person. Attach additional pages, if necessary, for instructions 4, 5, and 6.

Line Read carefully - The numbered items below refer to line numbers in the following table:

1. Name and residence of officer, director, cognizable stockholder or partner (if other than individual also show name, address and citizenship of natural person authorized to vote the stock). List officers first, then directors and thereafter remaining stockholders and partners.
2. Citizenship.
3. Office or directorship held.
4. Number of shares or nature of partnership interest.
5. Number of votes.
6. Percentage of votes.
7. Other existing attributable interests in any other broadcast station, including nature and size of such interest.
8. All other ownership interests of 5% or more (whether or not attributable as well as any corporate officership or directorship, in broadcast, cable or newspaper entities in the same market or with overlapping signals, the same broadcast service, as described in Sections 73.3555 and 76.50 of the Commission's Rules, including the nature and size of such interest and the position held).

1	(a)	(b)	(c)
	Earl Judy, Jr. 15 Campbell Street Suite 200 Luray, VA 22835		
2	USA		
3			
4	48 shares		
5	48.98%		
6	48.98%		
7	See Exhibit 1		
8	See Exhibit 1		

**FCC NOTICE TO INDIVIDUALS REQUIRED BY THE PRIVACY ACT
AND THE PAPERWORK REDUCTION ACT**

The solicitation of personal information requested in this Report is authorized by the Communications Act of 1934, as amended. The principal purpose for which the information will be used is to assess compliance with the Commission's multiple ownership restrictions. The staff, consisting variously of attorneys and examiners, will use the information to determine such compliance. If all the information requested is not provided, processing may be delayed while a request is made to provide the missing information. Accordingly, every effort should be made to provide all necessary information. Your response is required to retain your authorization.

THE FOREGOING NOTICE IS REQUIRED BY THE PRIVACY ACT OF 1974, P.L. 93-579, DECEMBER 31, 1974,
5 U.S.C. 552(d)(3) AND THE PAPERWORK REDUCTION ACT P.L. 96-611, DECEMBER 11, 1980, 44 U.S.C. 3507.

EXHIBIT 1

Other Broadcast Interests of Earl Judy, Jr.

Earl Judy, Jr., 48% stockholder of SlocuMedia, Inc., has the following other broadcast interests:

WALI/WROG	-	Cumberland, MD	-	100%
WSKO	-	Buffalo Gap, VA	-	100%
WBRJ/WEYQ	-	Marietta, OH	-	100%
WMQC	-	Morgantown, WV	-	100%
WKOY/WKMY	-	Bluefield-Princeton, WV	-	100%
WSVG/WSIG	-	Mt. Jackson, VA	-	51%
WCRO	-	Johnstown, PA	-	100%

FEDERAL COMMUNICATIONS COMMISSION

WASHINGTON, D.C. 20554

14 DEC 1993

IN REPLY REFER TO:

HOMETOWN MEDIA, INC.
ROUTE 2, BOX 220
FOREST, VA 24551

8910

Call Letters: WAYB(AM)
Date Granted: DEC 06 1993
File Number(s) BAL-920902ED

NOTICE TO ASSIGNEE

Enclosed is FCC Form 732 notifying you of Commission consent to the assignment of the construction permit and/or license of the station(s) therein described. Voluntary assignments are required to be completed within sixty (60) days of the date granted.

In addition to the filing of the below mentioned FCC Form 323, you are required to immediately notify the AM Branch (8910), by letter, as to the exact date of the consummation; that is, the date on which the acts necessary to effect the assignment were completed. If you are unable to consummate the transaction within the prescribed sixty (60) day period, you are required to contact the AM Branch and request an extension of time to effectuate the consummation; if you decide not to consummate the transaction, you must also notify the AM Branch of this decision immediately. In addition, you must inform the AM Branch if the station(s) involved were silent prior to consummation and are resuming broadcasting after the consummation or if the station will continue to remain silent for a period after consummation.

Within thirty (30) days after the consummation of the assignment it will be necessary for you to submit an Ownership Report (FCC Form 323) reporting all changes as required by Section 73.3615 of the Rules. Where applicable, a separate Ownership Report should also be completed and submitted for any holding company (25% or greater ownership interest) of the licensee/permittee. Contractual information required by Section 73.3613 should be reported for the assignee in Item 6, page one of the Ownership Report and copies of each instrument should be submitted with the report. If this is an involuntary assignment that was the result of a death or court action, an Ownership Report must be filed to determine that all requirements of the Rules have been met and reported.

In the event the assignee is the licensee/permittee of another station and has a current Ownership Report on file, you may complete and file only page one of FCC Form 323 to reflect the acquisition of the station(s) listed above. FCC Form 323 is enclosed for your convenience in filing.

It is of the utmost importance that all Commission correspondence comes to the immediate attention of the permittee or licensee. Only one mailing address can be maintained for each station. Unless we hear from you to the contrary, the above address will be used as your permanent mailing address.

If the assignor has any applications pending before the Commission, these applications must be amended to reflect the name of the assignee. Upon consummation of the assignment, amendments to each application must be filed by the assignee, in triplicate, signed by the proper party (see Section 73.3513 of the Rules). Further processing of these applications will be withheld pending receipt of the amendment.

Enclosures

cc: Ownership

UNITED STATES OF AMERICA
FEDERAL COMMUNICATIONS COMMISSION
Washington, DC 20554

File No(s): BAL-920902ED

Class of station(s): AM

<input checked="" type="checkbox"/> CONSENT TO ASSIGNMENT: <input type="checkbox"/> CONSENT TO TRANSFER CONTROL: <input type="checkbox"/> CONSENT TO TRANSFER STOCK: Whereby of Control by is effected.	FROM: SLOCUMEDIA, INC.
	TO: HOMETOWN MEDIA, INC.
Licensee/Permittee: (for transfer only)	

CALL SIGN(S)

WAYB(AM)

STATION LOCATION(S)

WAYNESBORO, VA

AUXILIARY STATION(S) (for assignments only)

ALL CURRENTLY AUTHORIZED
AUXILIARY SERVICES

THIS GRANT IS SUBJECT TO THE FOLLOWING CONDITIONS:

SEE ATTACHED*****

Under authority of the Communications Act of 1934, as amended, the consent of the Federal Communications Commission is hereby granted to the transaction indicated above.

The Commission's consent to the above is based on the representations made by the applicants that the statements contained in, or made in connection with, the application are true and that the undertakings of the parties upon which this transaction is authorized will be carried out in good faith.

The actual consummation of voluntary transactions shall be completed within 60 days from the date hereof, and notice in letter form thereof shall promptly be furnished the Commission by the buyer showing the date the acts necessary to effect the transaction were completed. Upon furnishing the Commission with such written notice, this transaction will be considered completed for all purposes related to the above described station(s).

FCC Form 323, Ownership Report, must be filed within 30 days after consummation, by the licensee/permittee or assignee.

ADDITIONAL REQUIREMENTS FOR ASSIGNMENTS ONLY:

Upon consummation the assignor must deliver the permit/license, including any modifications thereof to the assignee.

It is hereby directed that, upon consummation, a copy of this consent be posted with the station authorization(s) as required by the Commission's Rules and Regulations.

The assignee is not authorized to construct nor operate said station(s) unless and until notification of consummation in letter form has been forwarded to the Commission.

Dated:

DEC 06 1993

(FOR) CHIEF, AM BRANCH, AUDIO SERVICES DIVISION, MASS MEDIA BUREAU

Peter J. Rubenstein



FEDERAL
COMMUNICATIONS
COMMISSION

FCC Form 732-AM
August 1991

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